

Verrill Dana_{LLP}

Attorneys at Law

KELLY B. BODEN
PARTNER
kboden@verrilldana.com
Direct: 207-253-4472

ONE PORTLAND SQUARE
PORTLAND, MAINE 04112-0586
207-774-4000 • FAX 207-774-7499
www.verrilldana.com

October 21, 2015

Via Hand Delivery

City of Portland Zoning Board of Appeals
389 Congress St., Room 315
Portland, ME 04101

Re: Conditional Use Application
Proposed Verizon Wireless Facility

Dear Zoning Board of Appeals:

Enclosed please find eleven (11) copies of a Conditional Use Appeal Application for a proposed Verizon Wireless' wireless telecommunications facility at 1877 Congress Street, Portland, Maine. Also, enclosed is the requisite filing fee of \$100.00.

PROJECT DESCRIPTION

Verizon Wireless proposes to place a 1,650 square foot equipment shelter at the proposed site to house cellular equipment. Additionally, Verizon Wireless proposes to place an external generator on a 5 x 10 concrete pad immediately outside of the equipment shelter. Verizon Wireless proposes to screen the generator with arborvitae. An HVAC unit placed on an 8 x 8 concrete pad will also be located outside of the equipment shelter and screened by arborvitae. The equipment shelter will be accessed by a new 12-foot wide gravel driveway. A single parking area is proposed as well. All of the above project components are shown in detail on the Site Plan attached as Exhibit 2.

STANDARDS FOR CONDITIONAL USE

- a. The volume and type of vehicle traffic to be generated, hours of operation, expanse of pavement, and the number of parking spaces required are not substantially greater than would normally occur at surrounding uses or other allowable uses in the same zone; and

RESPONSE: The proposed Facility will result in approximately one vehicle trip per month, on average, by a Verizon Wireless technician. Accordingly, the construction of the facility will not result in any adverse parking or traffic impacts.

- b. The proposed use will not create unsanitary or harmful conditions by reason of noise, glare, dust, sewage disposal, emissions to the air, odor, lighting, or litter; and

RESPONSE: The proposed Facility will not create unsanitary or harmful conditions. The only noise associated with operation of the Facility is the weekly cycling of the back-up generator. In addition, the proposed Facility will not require water supply or sewage disposal, nor will it produce any wastewater. There will be no emissions to the air, odor, or litter. The only exterior lighting associated with the Facility is a small, down-directional, motion-activated light over the door of the equipment shelter.

- c. The design and operation of the proposed use, including but not limited to landscaping, screening, sign, loading, deliveries, trash or waste generation, arrangement of structures, and materials storage will not have a substantially greater effect/impact on surrounding properties than those associated with surrounding uses or other allowable uses in the zone.

RESPONSE: The proposed Facility has been designed to fit into the existing landscape of the site. The equipment shelter has been designed with an architectural shingle roof and residential clapboard siding to fit in with the surrounding neighborhood. There will be no signs, loading, deliveries, trash, waste generation, or materials stored at the facility.

We respectfully request that the Zoning Board of Appeals consider this request at its next regularly scheduled meeting. Please do not hesitate to contact the project manager, Matt Burke (at 508-930-0974), or me should you have any questions.

Thank you and I look forward to hearing from you.

Very truly yours,



Kelly B. Boden

KBB/prf

Enclosures

cc: Matt Burke, Tower Resource Management, Inc.

TABLE OF CONTENTS

1. Conditional Use Appeal Application Form
2. Site Plan
3. Tax Map
4. Purchase & Sale Contract
5. Existing Photos of the Site

EXHIBIT 1



Jeff Levine, AICP, Director
Planning & Urban Development Department

Ann Machado
Zoning Administrator

CITY OF PORTLAND ZONING BOARD OF APPEALS
Conditional Use Appeal Application

Applicant Information:

Verizon Wireless
NAME

Verizon Wireless d/b/a Portland Cellular
BUSINESS NAME Partnership

118 Flanders Road, Westborough, MA 01581
BUSINESS ADDRESS

(207) 253-4472 kboden@verrilldana.com
BUSINESS TELEPHONE & E-MAIL

Purchase and Sale Contract
APPLICANT'S RIGHT/TITLE/INTEREST

R2
CURRENT ZONING DESIGNATION

EXISTING USE OF THE PROPERTY:
Undeveloped

TYPE OF CONDITIONAL USE PROPOSED:

Utility substation/telephone electronic equipment enclosures

Subject Property Information:

1877 Congress St., Portland, ME 04101
PROPERTY ADDRESS

217-A-10 & 217 A010001
CHART/BLOCK/LOT (CBL)

St. Albans Corp.
PROPERTY OWNER (If Different)

1897 Congress Street, Portland, ME 04102
ADDRESS (If Different)

PHONE # AND E-MAIL

CONDITIONAL USE AUTHORIZED BY
SECTION 14- 78(c)(1)

STANDARDS: Upon a showing that a proposed use is a conditional use under this article, a conditional use permit shall be granted unless the Board determines that:

1. *The volume and type of vehicle traffic to be generated, hours of operation, expanse of pavement, and the number of parking spaces required are not substantially greater than would normally occur at surrounding uses or other allowable uses in the same zone; and*
2. *The proposed use will not create unsanitary or harmful conditions by reason of noise, glare, dust, sewage disposal, emissions to the air, odor, lighting, or litter; and*
3. *The design and operation of the proposed use, including but not limited to landscaping, screening, signs, loading deliveries, trash or waste generation, arrangement of structures, and materials storage will not have a substantially greater effect/impact on surrounding properties than those associated with surrounding uses of other allowable uses in the zone.*

NOTE: If site plan approval is required, attach preliminary or final site plan.

The undersigned hereby makes application for a conditional use permit as described above, and certifies that the information herein is true and correct to the best of his OR her knowledge and belief.

Kelly Foder (agent for Verizon)
SIGNATURE OF APPLICANT

10/20/15
DATE

EXHIBIT 2

GENERAL NOTES

1. FIELD SURVEY DATE: SEPTEMBER 18, 2015
2. VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988.
3. HORIZONTAL DATUM: NORTH AMERICAN DATUM OF 1983 (NAD83) GEOID 09.
4. CENTER OF PROPOSED LEASE AREA:
LAT 43° 39' 18.99" N
LON 70° 19' 02.60" W
5. OWNER: PORTLAND / ST ALBANS CORP
1897 CONGRESS ST
PORTLAND ME 04102
6. SITE NAME: PORTLAND, ME HEAD END
7. SITE NUMBER: N/A
8. SITE ADDRESS: 1877 CONGRESS ST.
PORTLAND, ME 04101
9. ABUTTERS INFORMATION TAKEN FROM TOWN TAX DATA
10. JURISDICTION: CITY OF PORTLAND, ME
11. TAX ID: MAP 217 LOT A-10
12. DEED REFERENCE: BK 29756 PG 145
13. PLAT REFERENCE: UNRECORDED PLAN BY LAND SERVICES INC. DATED 1/08/13
14. GRID NORTH BASED ON GPS
15. ELEVATIONS AND COORDINATES FROM GPS LOCATIONS.
16. ALL UNDERGROUND UTILITY INFORMATION PRESENTED HEREON WAS DETERMINED FROM SURFACE EVIDENCE AND PLANS OF RECORD. ALL UNDERGROUND UTILITIES SHOULD BE LOCATED IN THE FIELD PRIOR TO COMMENCEMENT OF ALL SITE WORK. CALL DIGSAFE 1(800) 322-4844 A MINIMUM OF 72 HOURS PRIOR TO PLANNED ACTIVITY.
17. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS, THE PROPOSED TOWER ON THIS PROPERTY IS LOCATED IN AN AREA DESIGNATED AS ZONE X. NOT WITHIN THE 100 YEAR FLOOD BOUNDARY. COMMUNITY PANEL NO. 23005100120, DATED 12/8/1998
18. PROPERTY LINE INFORMATION IS COMPILED FROM DEEDS AND PLANS OF RECORD AND IS NOT THE RESULT OF A FULL BOUNDARY SURVEY.
19. BEARING SYSTEM OF THIS PLAN IS BASED ON GRID NORTH.

FAA CERTIFICATION

I HEREBY CERTIFY THAT THE LATITUDE, LONGITUDE AND ELEVATIONS PRESENTED HEREON MEET THE REQUIREMENTS OF THE FAA WITH THE FOLLOWING ACCURACIES:

- ± THREE (3) FEET VERTICALLY
- ± FIFTEEN (15) FEET HORIZONTALLY

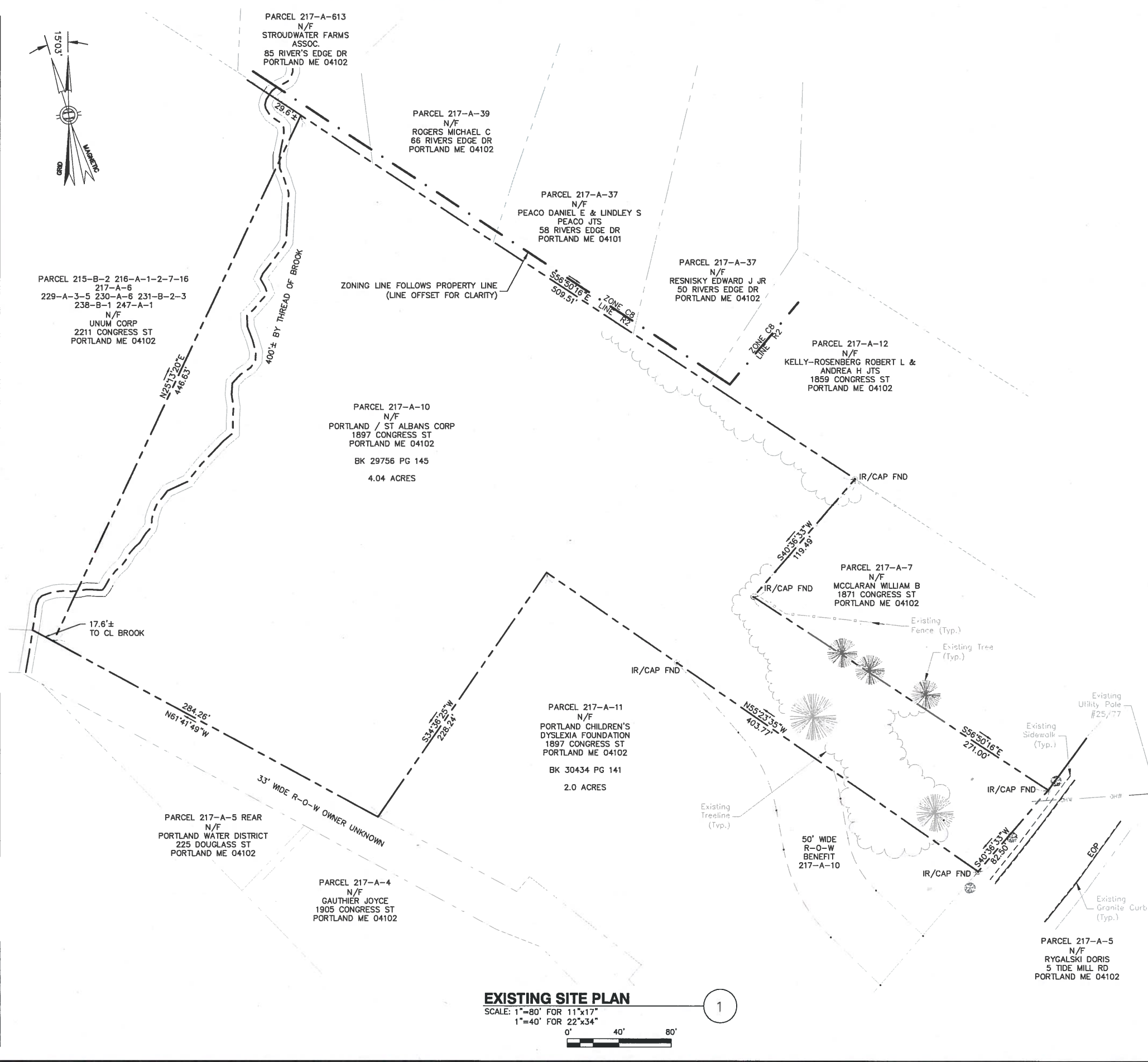
DATE

ZONING INFORMATION

DISTRICT:	R2 - RESIDENTIAL ZONE
REQUIRED	
MIN. AREA:	10,000 s.f.
MAX HEIGHT:	35 FEET
MIN. FRONTAGE:	50 FEET
MIN. DEPTH:	N/A
MIN. FRONT YARD DEPTH:	25 FEET
MIN. SIDE YARD DEPTH:	12 FEET (1 STORY)
MIN. REAR YARD DEPTH:	25 FEET
MAX LOT COVERAGE:	20%
MIN. IMPERVIOUS SURFACE:	N/A
MIN. OPEN SPACE:	N/A

LEGEND

- LOCUS PROPERTY LINE
- - - EXISTING PROPERTY LINE
- - - EXISTING CONTOURS
- . - . - . ZONING LINE



EXISTING SITE PLAN

SCALE: 1"=80' FOR 11"x17"
1"=40' FOR 22"x34"



VERIZON WIRELESS
400 FRIBERG PARKWAY
WESTBOROUGH, MA 01581-3956

**PORTLAND, ME
HEAD END**

ZONING DRAWINGS

2	10/20/15	FOR SUBMITTAL
1	10/19/15	FOR SUBMITTAL
0	10/16/15	FOR SUBMITTAL
A	10/02/15	FOR COMMENT



Dewberry Engineers Inc.
280 SUMMER STREET
10TH FLOOR
BOSTON, MA 02210
PHONE: 617.695.3400
FAX: 617.695.8310



DRAWN BY:	SK
REVIEWED BY:	DAS
CHECKED BY:	MFT
PROJECT NUMBER:	50002925
JOB NUMBER:	50070909
SITE ADDRESS:	

1877 CONGRESS STREET
PORTLAND, ME 04101

SHEET TITLE

EXISTING SITE PLAN

SHEET NUMBER

Z-1

GENERAL NOTES

1. FIELD SURVEY DATE: SEPTEMBER 18, 2015
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3. HORIZONTAL DATUM: NORTH AMERICAN DATUM OF 1983 (NAD83) GEOID 09.
4. CENTER OF PROPOSED LEASE AREA:
LAT TBD
LON TBD
GROUND EL= TBD
5. OWNER: PORTLAND / ST ALBANS CORP
1897 CONGRESS ST
PORTLAND ME 04102
6. SITE NAME: PORTLAND, ME HEAD END
7. SITE NUMBER: N/A
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- ± THREE (3) FEET VERTICALLY
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DATE _____

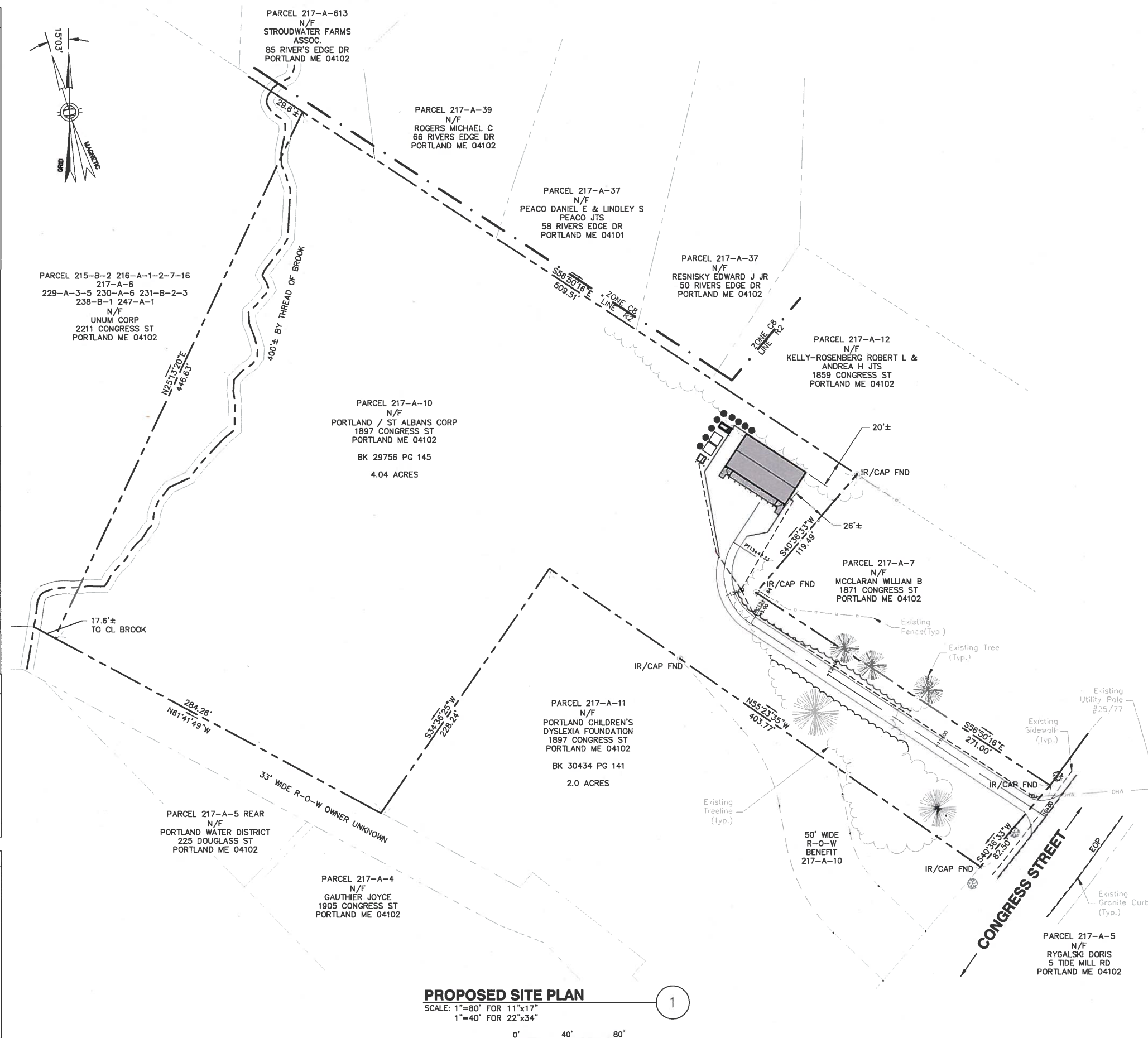
ZONING INFORMATION

DISTRICT: R2 - RESIDENTIAL ZONE

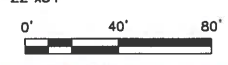
	REQUIRED
MIN. AREA:	10,000 s.f.
MAX HEIGHT:	35 FEET
MIN. FRONTAGE:	50 FEET
MIN. DEPTH:	N/A
MIN. FRONT YARD DEPTH:	25 FEET
MIN. SIDE YARD DEPTH:	12 FEET (1 STORY)
MIN. REAR YARD DEPTH:	25 FEET
MAX LOT COVERAGE:	20%
MIN. IMPERVIOUS SURFACE:	N/A
MIN. OPEN SPACE:	N/A

LEGEND

	LOCUS PROPERTY LINE
	Existing Property Line
	Existing Road
	PROPOSED ROAD
	PROPOSED ROAD CENTERLINE
	Existing Contour
	PROPOSED CONTOUR
	PROPOSED EDGE OF CLEARING
	Existing Treeline
	Existing Overhead Utilities



PROPOSED SITE PLAN
SCALE: 1"=80' FOR 11"x17"
1"=40' FOR 22"x34"



VERIZON WIRELESS
400 FRIBERG PARKWAY
WESTBOROUGH, MA 01581-3956

PORTLAND, ME HEAD END

ZONING DRAWINGS

NO.	DATE	DESCRIPTION
2	10/20/15	FOR SUBMITTAL
1	10/19/15	FOR SUBMITTAL
0	10/16/15	FOR SUBMITTAL
A	10/02/15	FOR COMMENT



Dewberry Engineers Inc.
280 SUMMER STREET
10TH FLOOR
BOSTON, MA 02210
PHONE: 617.865.3400
FAX: 617.865.3310



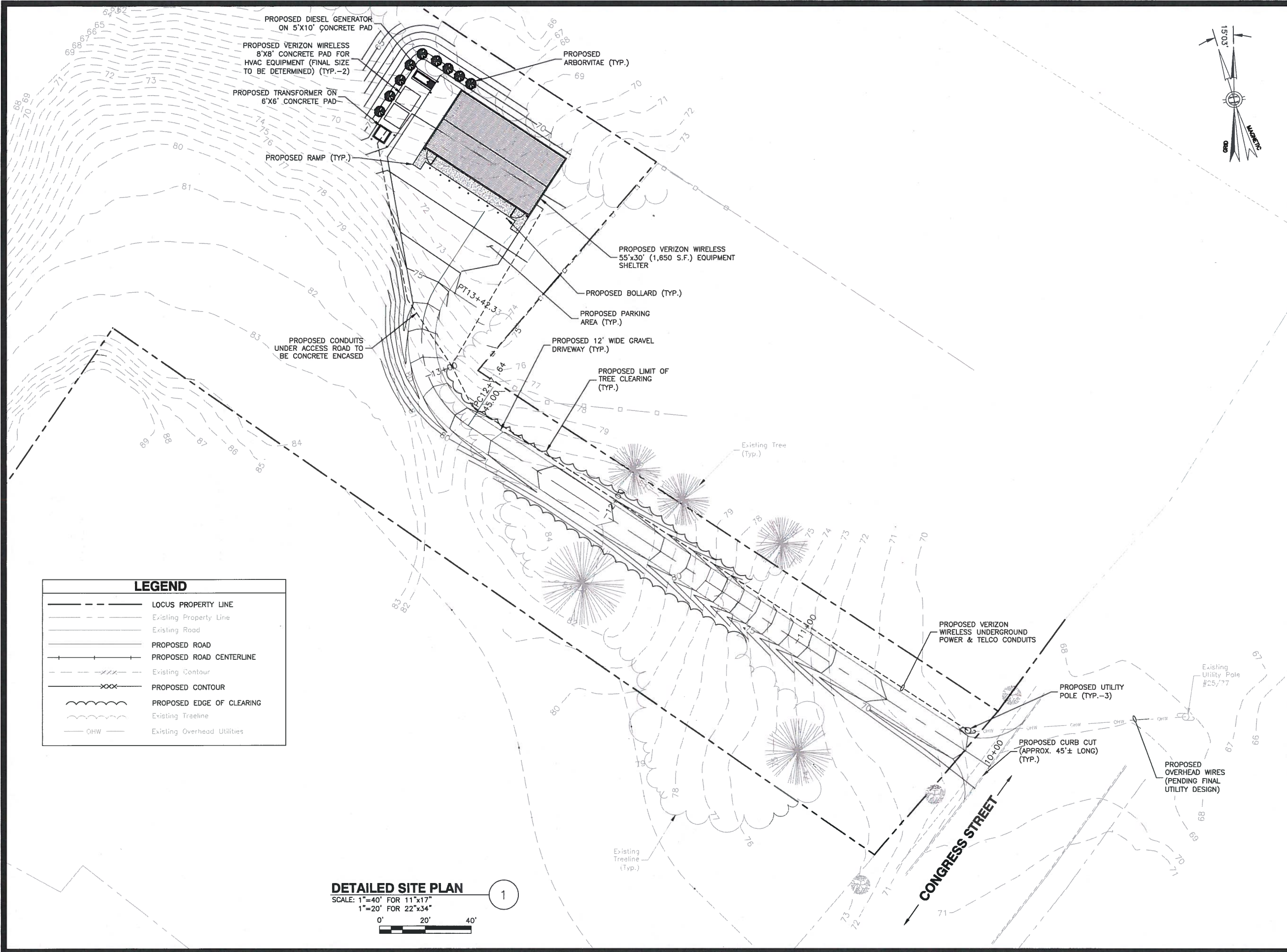
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REVIEWED BY:	DAS
CHECKED BY:	MFT
PROJECT NUMBER:	50002925
JOB NUMBER:	50070909
SITE ADDRESS:	

1877 CONGRESS STREET
PORTLAND, ME 04101

SHEET TITLE

PROPOSED SITE PLAN

SHEET NUMBER



LEGEND	
---	LOCUS PROPERTY LINE
---	Existing Property Line
---	Existing Road
---	PROPOSED ROAD
---	PROPOSED ROAD CENTERLINE
---	Existing Contour
---	PROPOSED CONTOUR
---	PROPOSED EDGE OF CLEARING
---	Existing Treeline
---	Existing Overhead Utilities

DETAILED SITE PLAN
 SCALE: 1"=40' FOR 11"x17"
 1"=20' FOR 22"x34"
 0' 20' 40'



VERIZON WIRELESS
 400 FRIBERG PARKWAY
 WESTBOROUGH, MA 01581-3956

**PORTLAND, ME
 HEAD END**

ZONING DRAWINGS		
2	10/20/15	FOR SUBMITTAL
1	10/19/15	FOR SUBMITTAL
0	10/16/15	FOR SUBMITTAL
A	10/02/15	FOR COMMENT



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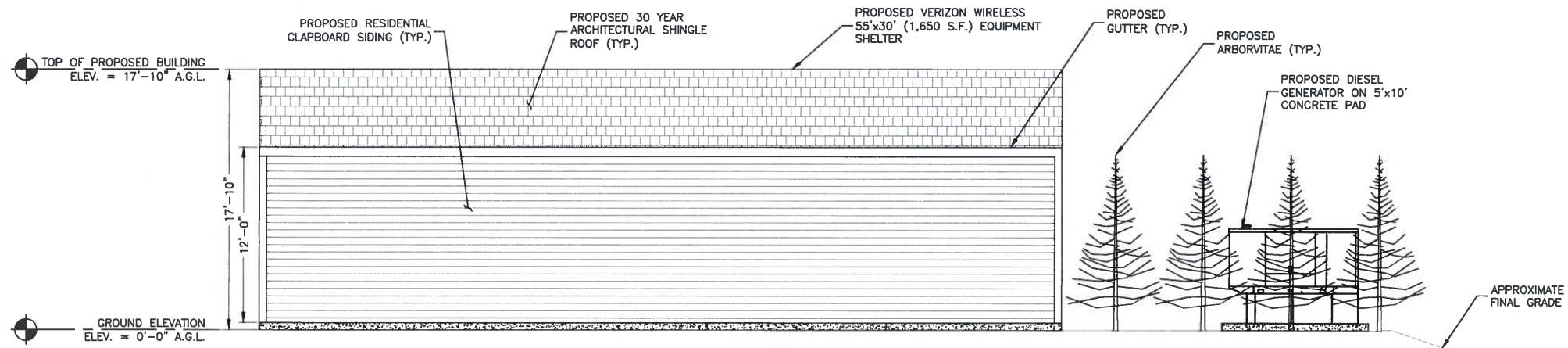


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REVIEWED BY:	DAS
CHECKED BY:	MFT
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JOB NUMBER:	50070909
SITE ADDRESS:	

1877 CONGRESS STREET
 PORTLAND, ME 04101

SHEET TITLE	
DETAILED SITE PLAN	
SHEET NUMBER	

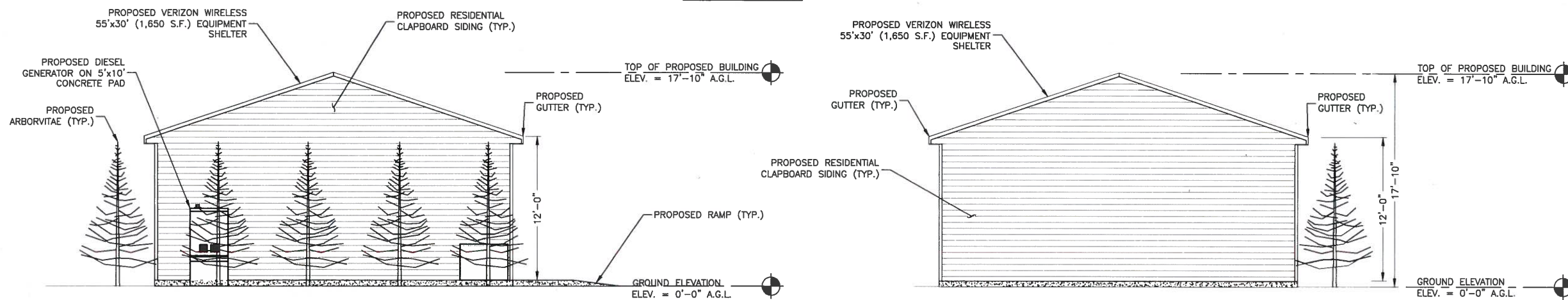
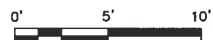
Z-3



SHELTER ELEVATION (NORTH)

SCALE: 1"=10' FOR 11"x17"
1"=5' FOR 22"x34"

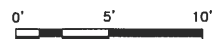
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SHELTER ELEVATION (WEST)

SCALE: 1"=10' FOR 11"x17"
1"=5' FOR 22"x34"

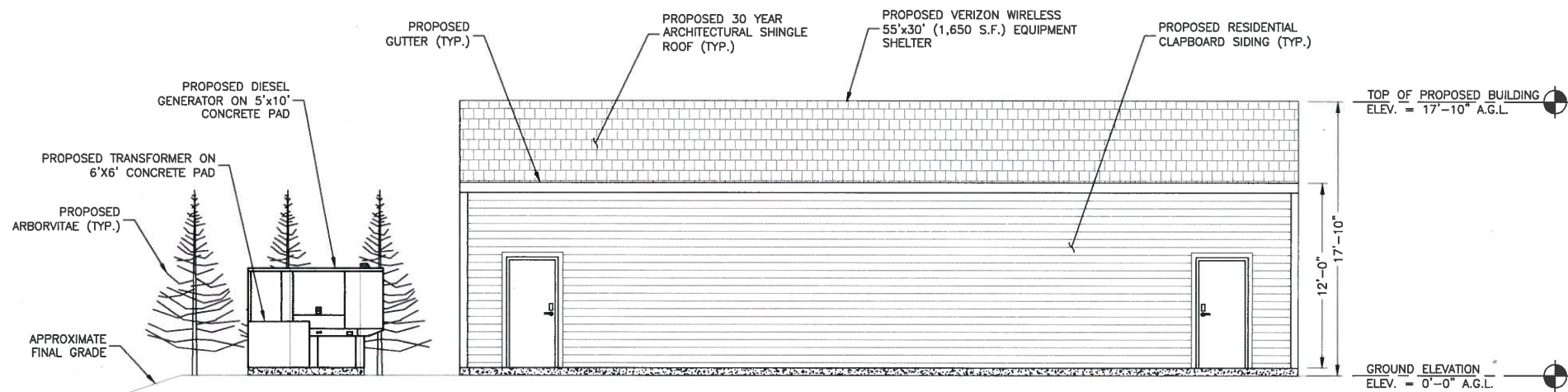
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SHELTER ELEVATION (EAST)

SCALE: 1"=10' FOR 11"x17"
1"=5' FOR 22"x34"

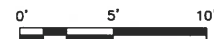
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SHELTER ELEVATION (SOUTH)

SCALE: 1"=10' FOR 11"x17"
1"=5' FOR 22"x34"

3



VERIZON WIRELESS
400 FRIBERG PARKWAY
WESTBOROUGH, MA 01581-3956

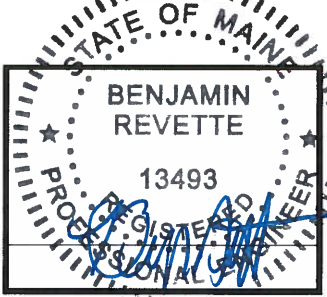
**PORTLAND, ME
HEAD END**

ZONING DRAWINGS

2	10/20/15	FOR SUBMITTAL
1	10/19/15	FOR SUBMITTAL
0	10/16/15	FOR SUBMITTAL
A	10/02/15	FOR COMMENT



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DRAWN BY:	SK
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1877 CONGRESS STREET
PORTLAND, ME 04101

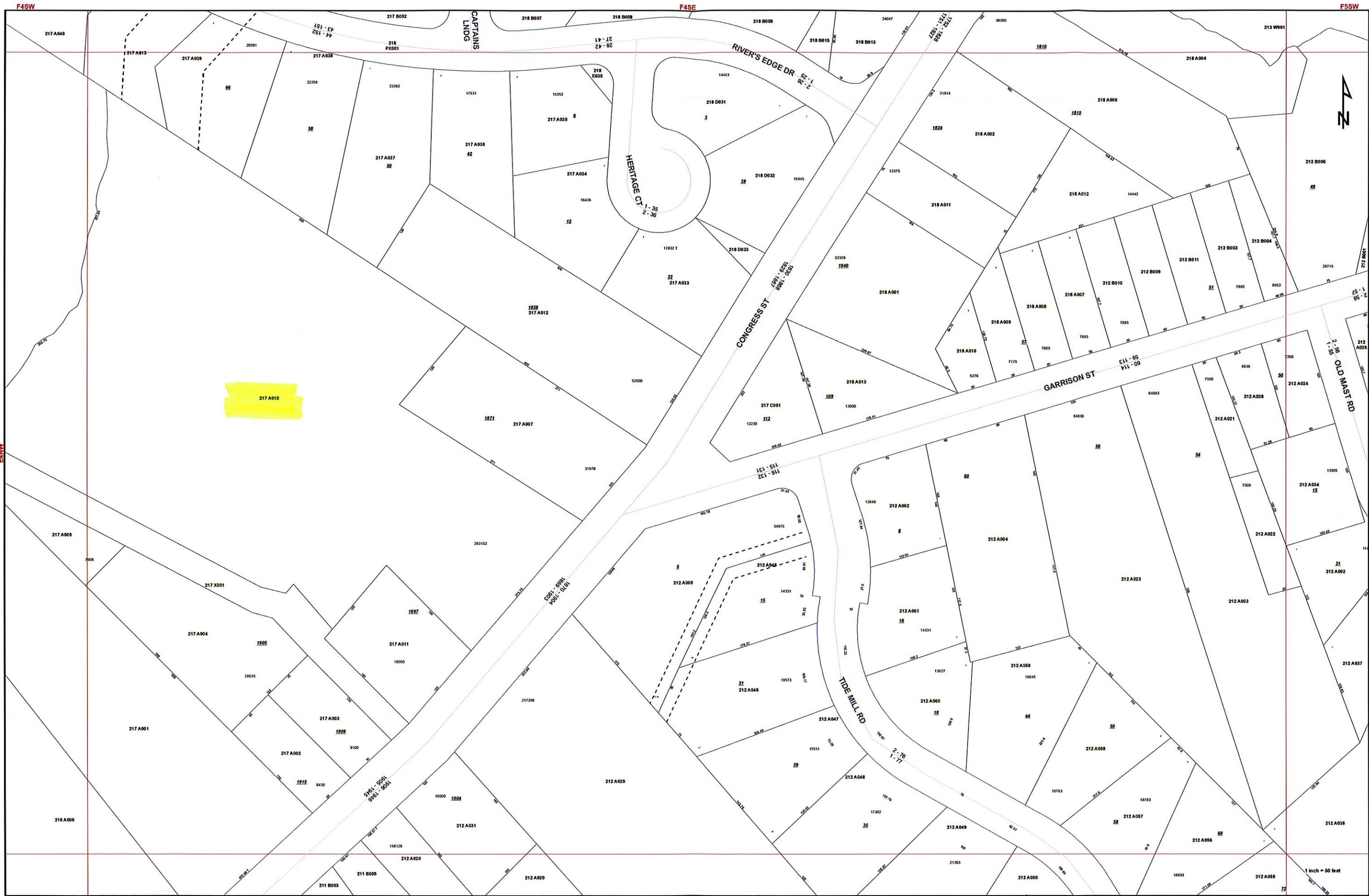
SHEET TITLE

ELEVATIONS

SHEET NUMBER

Z-4

EXHIBIT 3



F4SW

F4SE

F5SW

E4NW

E4NE

E4SW

E4SE

E5SW

EXHIBIT 4

CONTRACT FOR SALE OF REAL PROPERTY

This Agreement being made this 15th of July, 2015, between PORTLAND/ST. ALBANS, CORP, a Maine corporation ("Seller"), with a mailing address of 1897 Congress Street, Portland, Maine 04102 and PORTLAND CELLULAR PARTNERSHIP, a Maine general partnership d/b/a Verizon Wireless, One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) ("Purchaser").

1. Contract for Sale: Seller agrees to sell and Purchaser agrees to buy a certain lot or parcel of land, with any improvements thereon, located at 1877 Congress Street, Cumberland County, State of Maine and more particularly described in Exhibit "A" attached hereto, consisting of approximately 4.04 acres of land, together with all rights, easements and appurtenances benefitting and belonging thereto (the "Premises").

2. Purchase Price and Deposit: The total purchase price for the Premises (the "Purchase Price" shall be _____ subject to proration of taxes and other charges as hereinafter stated, to be paid as follows:

(i) _____ (the "Deposit") shall be delivered in escrow to Seller's real estate agent, Demetria Chadbourne, within five (5) business days after expiration of the Due Diligence Period referred to in Section 12 below; and

(ii) The balance of the Purchase Price shall be paid to Seller at closing by certified check, cashier's check or federal wire transfer, and the Deposit shall be released to Seller from escrow at the time of closing, as provided hereinafter.

3. Title Conveyed: Seller shall convey to Purchaser good clear marketable title in fee simple, insurable at regular rates of title insurance, and free and clear of all tenancies, mortgages, liens, encroachments and encumbrances whatsoever, including restrictions and easements of record that would prevent Purchaser's use of the premises as a communications facility (all or any of which shall be known as a "defect" or "defects"). Purchaser may, in its sole discretion, waive any such defect. Purchaser shall pay the cost of title insurance, including the cost of title examination. If the title to all or part of the Premises is defective or unmarketable, or if any part of the Premises is subject to one or more defects, Seller shall have a reasonable time, not to exceed 30 days after written notice thereof, within which to remedy any such defect, or to obtain title insurance against the same. It is understood that this Agreement and the obligations of Purchaser hereunder shall be conditioned upon Seller's removing all defects as set forth in the Section. If Seller fails to remove said defects within the period provided herein, Purchaser may (a) cure any such matter and deduct the cost thereof from the Purchase Price at closing, or (b) elect to close notwithstanding any such matter, or (c) terminate this Agreement in which case Seller shall refund all payments made by Purchaser hereunder.

4. Deed and Closing: Closing shall take place in the offices of the Purchaser's counsel on a mutually convenient date within thirty (30) business days after satisfaction or expiration of the Zoning Contingency set forth in Section 10 below. The purchase and sale contemplated herein

shall be closed by Purchaser paying to Seller the amount set forth in Section 2, and by Seller executing and delivering to Purchaser a warranty deed conveying title to the Premises in the manner required by Section 3. Seller agrees that the description in the deed to be delivered at closing shall, at the option of Purchaser, utilize a description determined by Purchaser's survey of the Premises. The date of such payment and delivery shall be referred to herein as "the Closing Date". At the time of closing, the Seller shall also provide (1) an owner's affidavit regarding parties in possession and indemnities regarding mechanics' liens sufficient for Purchaser's title insurance company to delete exceptions for such matters from Purchaser's title insurance policy, (2) such evidence of Seller's existence and authority as Purchaser or its title insurance company shall reasonably request, (3) a withholding exemption certificate pursuant to §1445 of the Internal Revenue Code of 1954, as amended, (4) an underground tank notice pursuant to 38 M.R.S. A. § 563(6), and (5) and such other documents as are customarily and reasonably required in order to convey and record title to the Premises.

5. Possession of the Premises: Full possession of the Premises free of all tenants shall be delivered to Purchaser on the Closing Date, with any improvements on the Premises to be in the same condition as they are now, reasonable use and wear excepted.

6. Environmental: Seller warrants that during the period of Seller's ownership of the Premises, the Premises have not been and shall not be used for the storage, generation, discharge or disposal of any hazardous waste, substance or material or other toxic chemical pollutant (including without limitation underground petroleum storage tanks) or otherwise in violation of environmental laws, regulations, guidelines, standards, or policies. Seller further warrants that, to the best of Seller's knowledge, the Premises were not used for any such purposes prior to the time Seller acquired title to the Premises. Use of the Premises for any of such purposes, or the presence of any hazardous or toxic materials, substances or wastes upon or under the Premises, at any time prior to closing, including prior to Seller's acquisition of title to the Premises, shall constitute a title defect, rendering the title unmarketable under the provisions hereinabove. Seller shall defend, indemnify and hold harmless Purchaser, its employees, agents, officers and directors, from and against any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including without limitation, attorney and consultant fees, investigation, cleanup and removal costs, arising out of any breach of the foregoing representations and warranties.

7. Prorations: All rents, real estate and personal property taxes and assessments, sewer and water charges, charges for fuel, service and supply contracts, utilities and the like shall be prorated as of the day of closing. Each party shall pay its share of transfer taxes as provided by law. Assessments, either general or special, for improvements made prior to closing, whether matured or unmatured, shall be paid by Seller. Seller represents and warrants that it has no notice or knowledge of any special assessments having been made or levied against the Premises and to Seller's knowledge there are no public improvements which have been planned, commenced or completed which would result in a special assessment against the Premises. Seller further represents and warrants that Premises is not under any classification for tax purposes resulting in the payment of penalties, charges or other amounts upon the change of use or development thereof. Any inaccuracy in the foregoing representations and warranties shall be deemed a title defect rendering the title unmarketable as aforesaid.

8. Right of Assignment: Purchaser may assign its rights, duties and obligations under this Agreement to Purchaser's principal or subsidiaries, affiliates or subsidiaries of its principal or to any entity which acquires all or substantially all of Purchaser's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. Said assignment shall be effective upon notice to Seller in the manner provided below. Any other assignment shall require the written consent of Seller, such consent not to be unreasonably withheld.

9. Subdivision Status: Seller represents and warrants to Purchaser that the conveyance of the Premises to Purchaser shall not constitute a subdivision and will not require subdivision approval by the City of Portland.

10. Zoning Contingency: This Agreement is expressly made contingent upon the Purchaser obtaining all governmental variances, zoning changes, permits and approvals needed to permit the Purchaser's use of the premises as a communications facility "Approvals". The term "Approvals" shall include all easements, agreements and other prerequisites which shall be necessary to extend utilities to the Premises. The Seller hereby authorizes Purchaser, in the Seller's name if necessary, and at the Purchaser's expense to apply for and secure from any governmental authority or private party such Approvals as the Purchaser desires. Seller shall reasonably cooperate with Purchaser to assist in obtaining the Approvals, including executing documents reasonably necessary to petition the appropriate public body for zoning relief required for Purchaser's intended purposes. All such activities are to be at the expense of Purchaser. Purchaser shall not be deemed to have "obtained" the Approvals unless (i) all Approvals are final and non-appealable, and not subject to any appeal, and (ii) the Approvals do not contain conditions or requirements unacceptable to Purchaser in its sole discretion. Purchaser shall notify Seller in writing when the Approvals have been obtained. In the event the Approvals have not been obtained on or before the date which is ninety (90) days after the date of execution of this Agreement, or if Purchaser prior to that date determines that the Approvals cannot be obtained in a timely manner, then Purchaser shall have the right to terminate this Agreement by written notice to Seller. If Purchaser timely exercises its right to terminate for any condition contained in this Section, this Agreement shall terminate, the Deposit shall be returned to Purchaser, and neither party shall have any further obligations hereunder except for any obligations expressly designated hereunder to survive the termination of this Agreement. If Purchaser shall be diligently pursuing any Approval at the expiration of the aforesaid ninety (90) day period, Purchaser may by notice to the Seller extend such period for a reasonable period of time (not to exceed one hundred twenty (120) days) in order that the Purchaser may receive a final decision thereon (and notwithstanding such extension Purchaser shall continue to have all of its rights set forth in this Section). Purchaser agrees to make good faith efforts to obtain the Approvals, but in no event shall Purchaser be required to appeal any denial or other negative determination with respect to any Approval.

11. Condemnation, Damage or Destruction: Until the delivery of the deed from Seller to Purchaser, the risk of loss or damage to the Premises by fire or condemnation shall be on Seller. If all or any part of the Premises are condemned, damaged or destroyed prior to the Closing Date, Purchaser shall have the option of terminating this Agreement. In the event of such termination, Seller shall repay all sums theretofore paid by Purchaser.

12. Entry for Inspection; Due Diligence Period: Purchaser is authorized at its expense to enter the Premises and make such inspection, surveys, sub-surface boring tests, environmental assessments, appraisals and other activities of a similar nature as Purchaser shall deem appropriate, so long as Purchaser shall not unreasonably interfere with Seller's use of the Premises. Purchaser will repair any damage caused by these operations. Purchaser shall have a period of ninety (90) days from the date of this Agreement within which to terminate the Agreement by written notice to Seller if Purchaser is not satisfied in its sole discretion with the results of any such inspections, tests, appraisals or surveys.

13. Default: If Purchaser fails to consummate this transaction for any reason constituting a default on the part of the Purchaser, Seller may, as its sole remedy, retain the Deposit as liquidated damages, and this Agreement shall be canceled. The parties agree that actual damages are impossible to determine and agree, after negotiation, that the foregoing liquidated damages are the parties' best estimate of actual damages that would be incurred.

14. Brokers: Each party represents and warrants that Demetria Chadbourne is the only real estate broker involved in this transaction and Seller shall be responsible for the commission to be paid. Each party agrees to hold and indemnify the other harmless from and against any losses, damages, costs or expenses (including attorneys' fees) that either party may suffer as a result of claims made or suits brought by any other broker in connection with this transaction, the obligated party hereunder to be the party whose conduct gives rise to such claim.

15. Successors and Assigns: The terms, covenants and provisions of this Agreement shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Seller and Purchaser.

16. Governing Law: This Contract for Sale of Real Property and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Maine.

17. Notices: All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

Seller: Portland/St. Albans, Corp
1897 Congress Street
Portland, Maine 04102

Purchaser: Portland Cellular Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate



With a copy to: Raymond A. Pelletier, Esq.
Verrill Dana, LLP
One Portland Square, 9th Floor
P.O. Box 586
Portland, Maine 04112-0586


Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

18. Miscellaneous: The submission of this Agreement for examination is intended for negotiation and discussion purposes only, and this Agreement shall become effective only upon the execution and delivery by Seller and Purchaser. This document and the exhibits attached hereto constitute the entire agreement of the parties and no oral or implied agreements or representations will be binding upon the parties hereto. The provisions of the Agreement relating to indemnification from one party to the other party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

SELLER:

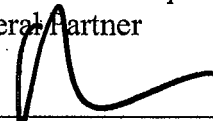
PORTLAND/ST. ALBANS, CORP

By: 
Print Name: KENNETH A CALDWELL
Its: PRESIDENT

PURCHASER:

PORTLAND CELLULAR PARTNERSHIP,
d/b/a VERIZON WIRELESS

By Cellco Partnership
Its General Partner

By: 
David R. Heverling
Area Vice President Network

71515

EXHIBIT A

(Description of Property)

That certain parcel of land approximately 4.04 acres in size, situated at 1877 Congress Street, Portland, Maine, identified as tax parcel 217-A-10 and depicted on Exhibit A-1 attached hereto. For source of title see Warranty Deed dated July 16, 2012, recorded in the Cumberland County Registry of Deeds in Book 29756, Page 145.



EXHIBIT A-1

(Depiction of Premises)



EXHIBIT 5







